

06-16-2003



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

REC

T.

102474430

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mrs. Fields' Original Cookies, Inc.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Delaware☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____Execution Date: 01/16/2003

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal

Address: _____

Street Address: 2450 Colorado Avenue,
Suite 3000 WestCity: Santa Monica State: CA Zip: 90404☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State California☐ Other _____If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See AttachedB. Trademark Registration No.(s) See AttachedAdditional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Josh S. Ridout, Esq.

Internal Address: _____

Street Address: Paul, Hastings, Janofsky & Walker LLP515 South Flower Street, Suite 2500City: Los AngelesState: CAZip: 90071-22286. Total number of applications and
registrations involved: 277. Total fee (37 CFR 3.41).....\$ 690.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

JAN 16 200316-0752

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
copy of the original document.Josh S. Ridout

Name of Person Signing

Signature

1/16/03

Date

Total number of pages including cover sheet, attachments, and document: 20

01/22/2003 LMUELLER 00000105 1827896

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:8521
02 FC:852240.00 DP
650.00 DPTRADEMARK
REEL: 002755 FRAME: 0435

Mrs. Fields' Original Cookies, Inc.

Registrations

Trademark	Registration No.
Hot Sam	1,827,896
Hot Sam (Stylized)	989,707
Hot Sam (Stylized)	1,561,517
Hot Sam and Design	994,053
QSI Solutions	2,425,250
Quick Service Impulse Solutions	2,425,251
The Original Cookie Co.	1,374,117
The Original Cookie Co. and Design	1,430,447
The Original Cookie Company, Inc.	1,404,285
The Pretzel Oven	2,125,722

Cakies	1,918,965
Cocomac	1,843,103
Cookie Pop	1,472,531
Debra's Special	1,840,761
Good Enough Never Is	1,543,094
Mrs. Fields (Stylized)	1,299,149
Mrs. Fields & Design	1,791,781
Mrs. Fields & Design	1,983,184

Mrs. Fields Cookies & Design	1,256,315
Mrs. Fields Cookies & Design	1,241,619
Nibblers	2,020,111
Learning is Sweet	2,613,456
R&R Bourbon Street	1,302,975
Freshness With a Twist	2,347,706

Applications

Trademark	Serial No.
1-800-Cookies	76/390,360
Mrs. Fields (Stylized)	76/392,936
Mrs. Fields Chocolate Nibblers	76/273,616
Mrs. Fields Premium Cookies	76/351,474

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated January 16, 2003 (this "Trademark Security Agreement"), is made between **MRS. FIELDS' ORIGINAL COOKIES, INC.**, a Delaware corporation ("Pledgor"), and **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Pledgee").

W I T N E S S E T H:

WHEREAS, Pledgor and LaSalle National Bank, a national banking association (the "Existing Lender") are parties to that certain Amended and Restated Loan Agreement dated as of February 28, 1998, (as amended, modified or supplemented as of the date hereof, the "Credit Facility");

WHEREAS, Pledgor and the Existing Lender have agreed to refinance the Credit Facility and Pledgee has agreed to provide additional financial accommodations to Borrower;

WHEREAS, in connection with the refinancing of the Credit Facility the Existing Lender has assigned all of its right, title and interest in and to the Credit Facility to Lender;

WHEREAS, to effectuate the refinancing and assignment Pledgor and Pledgee have entered into that certain Second Amended and Restated Loan and Security Agreement ("Loan Agreement"), dated as of the date hereof (together with all documents in connection therewith, "Loan Documents"), pursuant to which the Pledgee will provide certain financial accommodations to Pledgor;

WHEREAS, to effectuate the refinancing and assignment, the parties desire to amend and restate that certain Trademark Security Agreement by and between Pledgor and the Existing Lender dated as of December 28, 2001 in favor of the Existing Lender in connection with the Credit Facility, in its entirety on the terms and conditions set forth herein;

WHEREAS, Pledgor owns all right, title, and interest in and to, among other things, all the United States and foreign trademarks and trademark registrations, trademark applications and trade names set forth on Exhibit A hereto (collectively, the "Trademarks"); and

WHEREAS, in order to secure Pledgor's obligations to Pledgee under the Loan Agreement, Pledgor has agreed to grant to Pledgee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Pledgee has requested Pledgor to enter into this Trademark Security Agreement to further evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of Pledgor's obligations under the Loan Agreement, and to induce Pledgee to make loans and

advances to Pledgor, Pledgor hereby grants to Pledgee a security interest in and a continuing lien on all of its right, title, and interest in all currently existing and hereafter acquired or arising:

- (a) Trademarks;
- (b) all of Pledgor's registrations of the Trademarks in the United States, any State thereof and any foreign countries and localities;
- (c) all trade names, trademarks and trademark registrations hereafter adopted or acquired and used by Pledgor, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks;
- (e) all of Pledgor's rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all of Pledgor's packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks;
- (g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and
- (h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above and all licenses and agreements related to the items set forth in clauses (a) through (g).

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral." All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Trademark Security Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral. Pledgee shall not have any obligation or liability in connection with the Collateral by reason of this Trademark Security Agreement or any payment received by Pledgee relating to the Collateral, nor shall Pledgee be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or to take any other action regarding the Collateral.

2. Representations and Warranties. Pledgor represents and warrants to Pledgee that:

- (a) To the best of Pledgor's knowledge, no claim has been made and is continuing or threatened that the use by Pledgor of any Trademarks is invalid or unenforceable

or that the use by Pledgor of any Trademark violates the Trademark of any Person, other than any such claim which would not cause a Material Adverse Change;

(b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Pledgor has all right, title and interest;

(c) the Collateral is free and clear of Liens, except for Permitted Liens; and

(d) when this Trademark Security Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Trademark Security Agreement and by the Loan Documents, this Trademark Security Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants.

(a) Pledgor will maintain the same standard of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgor maintained for such goods and services prior to entering into this Trademark Security Agreement. Pledgee shall have the right to enter upon Pledgor's premises at all reasonable times to monitor such quality standards.

(b) Pledgor agrees that, should it at any time obtain an interest in any Future Trademark, (i) any such Future Trademark shall automatically become Collateral and (ii) with respect to any registration or application in connection with such Future Trademark that Pledgor should obtain, it shall give written notice on the first Business Day of each month thereof to Pledgee in accordance with Section 12 hereof. Pledgor authorizes Pledgee to modify this Agreement by amending Exhibit A (and will cooperate with Pledgee in effecting any such amendment) to include all Future Trademarks which become part of the Collateral under this Section. Pledgor shall execute and deliver any and all agreements, instruments and documents as Pledgee may reasonably request to evidence Pledgee's interest in such Future Trademark. Pledgor hereby authorizes Pledgee to execute and file all such writings for the foregoing as Pledgor's attorney-in-fact in the event Pledgor fails to deliver or file any such writing, all acts of attorney being hereby ratified and confirmed, such power coupled with an interest is irrevocable until the Obligations are indefeasibly paid and satisfied in full.

(c) Pledgor agrees to take all reasonable and necessary actions to maintain all Trademarks and Future Trademarks other than those Trademarks and Future Trademarks which are not in use or which have no realizable economic value. Any expenses incurred in connection with such activities shall be borne solely by Pledgor. Following abandonment no Affiliate of Pledgor may use or assert any interest in such abandoned Trademark or Future Trademark.

(d) Pledgor shall continue to take all actions reasonably necessary to protect the Trademarks and Future Trademarks other than those Trademarks and Future Trademarks which are not in use and which have no realizable economic value. Except for Trademarks which are not in use and which have no realizable value, Pledgor shall continue to use the

Trademarks in order to maintain the Trademarks in full force and effect and shall not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated. Pledgor agrees that should it obtain, after the Closing Date, any interest in any Future Trademark which may have realizable economic value, Pledgor shall promptly after such obtainment file applications and take any and all actions reasonably necessary to register such Future Trademark in accordance with the procedures and regulations of the Trademark Office, or any similar office of any other jurisdiction in which such Future Trademarks are used. Pledgor authorizes Pledgee to modify this Agreement by amending Exhibit A (and will cooperate reasonably with Pledgee in effecting any such amendment) to include any such additional license grant(s).

(e) Pledgor agrees to notify Pledgee promptly and in writing if it learns (i) that any Trademark or Future Trademark is likely to be determined to have become cancelled or abandoned other than those Trademarks or Future Trademarks which are not in use and which have no realizable economic value or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the Trademark Office and any other appropriate government agencies in foreign jurisdictions, or any court) regarding any Trademarks or Future Trademarks the loss of which would cause a Material Adverse Change.

(f) In the event that Pledgor becomes aware that any Trademark or Future Trademark owned by Pledgor or exclusively licensed by Pledgor is likely to be infringed upon or misappropriated by a third party, Pledgor shall promptly notify Pledgee and shall take such reasonable actions as Pledgor or Pledgee deems reasonably appropriate under the circumstances to protect such Trademark or Future Trademark, unless any such infringement or misappropriation would not cause a Material Adverse Change or such Trademark or Future Trademark is not in use or has no realizable economic value. Any expense incurred in connection with such activities shall be borne solely by Pledgor.

(g) For purposes of this Trademark Security Agreement (including, without limitation this Section 3) and throughout the term of this Agreement, Pledgor acknowledges, covenants and agrees that any tradename, trademark, service mark, design or logo containing "Mrs. Fields," "Great American Cookie Company," "Pretzel Time," and "Pretzelmaker" in either stylized or word form shall remain in use and does not have realizable economic value.

4. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon the occurrence and during the continuation of an Event of Default under and as defined in the Loan Documents (an "Event of Default"), Pledgor shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Loan Documents and this Trademark Security Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Loan Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee or any Lender. Pledgee in such event may collect directly any payments due to Pledgor in respect of the

Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Documents. Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgor fails or refuses to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgor may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to Pledgor's inventory under the Loan Documents or any other agreement now or hereinafter in effect.

6. Amendments and Waivers. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by Pledgor therefrom, shall be effective unless the same shall be in writing and signed by Pledgee and Pledgor and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

7. No Waivers, No Cumulative Remedies. No failure by Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Lender on any occasion shall affect or diminish Lender's rights thereafter to require strict performance by Borrower of any provision of this Agreement. Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Lender may have.

8. Assignment. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Pledgor without the prior written consent of Pledgee; and, provided further, that subject to the terms of the Loan Agreement Pledgee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations (as defined by the Loan Documents) or any part thereof.

9. Enforcement. Upon Pledgor's failure to do so after Pledgee's demand, or upon the occurrence and continuation of an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee and its respective agents for all costs and expenses incurred by Pledgee in the exercise of their rights under this Section 10.

10. Release. At such time as Pledgor shall completely satisfy all of the Obligations (as defined by the Loan Documents), and the Loan Documents have been terminated, other than upon enforcement of Pledgee's remedies under the Loan Documents after the occurrence and continuation of an Event of Default, Pledgee will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release Pledgor's lien in the Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

11. Severability. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

12. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Trademark Security Agreement shall be given in the manner prescribed by the Loan Agreement.

13. Choice of Law and Venue; Jury Trial Waiver.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT PLEDGEE'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE PLEDGEE ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. PLEDGOR AND PLEDGEE WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 14(b).

(c) PLEDGOR AND PLEDGEE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. PLEDGOR AND PLEDGEE REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL

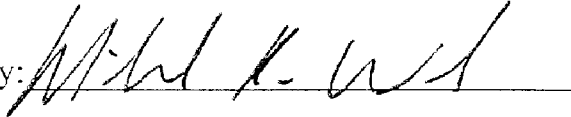
COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

14. Supplement. This Trademark Security Agreement is a supplement to, and is hereby incorporated into, the Loan Documents and made a part thereof.

IN WITNESS WHEREOF, the parties have entered into this Trademark Security Agreement as of the date first above written.

PLEDGOR

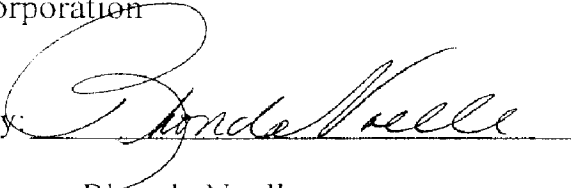
**MRS. FIELDS' ORIGINAL
COOKIES, INC.**, a Delaware
corporation

By: 

Name: Michael R. Ward
Title: Senior Vice President

PLEDGEE

**FOOTHILL CAPITAL
CORPORATION**, a California
corporation

By: 

Name: Rhonda Noell
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Exhibit A. to Trademark Security Agreement

Mrs. Fields' Original Cookies, Inc.

Schedule 5.16(a) – Intellectual Property (excl. Licenses)*(cont.)***TRADEMARKS****Registrations**

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Mrs. Fields & Design	Argentina	1,565,485	03-Jul-1995
2.	Mrs. Fields Cookies & Design	Austria	104 232	02-Dec-1983
3.	Mrs. Fields Cookies & Design	Australia	A387,707	21-Feb-1983
4.	Mrs. Fields (Stylized)	Australia	730311	21-Mar-1997
5.	Mrs. Fields & Design	Bahrain	15098	16-Jun-1992
6.	Mrs. Fields	Benelux	456.816	1-Sep-1989
7.	Mrs. Fields & Design	Benelux	452,875	29-Dec-1988
8.	Mrs. Fields (Script)	Benelux	456,817	29-Dec-1988
9.	Mrs. Fields Cookies & Design	Benelux	390,942	5-Jul-1983
10.	Mrs. Fields (Stylized)	Benelux	596602	20-Mar-1996
11.	Mrs. Fields (Word Mark)	Benelux	597268	20-Mar-1996
12.	Mrs. Fields & Design	Benelux	596603	20-Mar-1996
13.	Mrs. Fields Cookies & Design	Brazil	811434265	26-Mar-1985
14.	Mrs. Fields	Brazil	819117528	04-Sep-2001
15.	Mrs. Fields	Brazil	819117510	04-Sep-2001
16.	Mrs. Fields	Brazil	819117536	08-Sep-1999
17.	Mrs. Fields	Brazil	819117480	04-Sep-2001
18.	Mrs. Fields	Canada	390,085	15-Nov-1991
19.	Mrs. Fields Cookies & Design	Canada	288,645	9-Mar-1984
20.	Mrs. Fields Cookies & Design	Canada	298,484	28-Dec-1984
21.	Mrs. Fields	Chile	577.331	25-Sep-2000
22.	Mrs. Fields	Chile	577.330	25-Sep-2000
23.	Mrs. Fields (Stylized)	China P.R.	853189	07-Jul-1996
24.	Mrs. Fields Cookies & Design	Columbia	119663	9-Sep-1987
25.	Mrs. Fields (Stylized)	Community Trade	381632	17-Sep-1996
26.	Mrs. Fields (word mark)	Community Trade	381756	17-Sep-1996
27.	Mrs. Fields & Design	Community Trade	382036	17-Sep-1996
28.	Mrs. Fields & Design	Costa Rica	93449	11-Oct-1995
29.	Mrs. Fields & Design	Costa Rica	93448	11-Oct-1995
30.	Mrs. Fields	Denmark	05-956-1991	20-Sep-1991
31.	Mrs. Fields	Denmark	05-957-1991	20-Sep-1991
32.	Mrs. Fields	Dominican Repub.	93,255	15-Oct-1997
33.	Mrs. Fields	Dominican Repub.	93,236	15-Oct-1997
34.	Mrs. Fields	Dominican Repub.	94912	15-Jan-1998
35.	Mrs. Fields	Dominican Repub.	93,318	15-Oct-1997
36.	Mrs. Fields	Dominican Repub.	93270	15-Oct-1997
37.	Mrs. Fields (Stylized)	Dominican Repub.	93,271	15-Oct-1997
38.	Mrs. Fields (Stylized)	Dominican Repub.	93,215	15-Oct-1997
39.	Mrs. Fields (Stylized)	Dominican Repub.	93,326	15-Oct-1997
40.	Mrs. Fields (Stylized)	Dominican Repub.	93,253	15-Oct-1997

Schedule 5.16(a) – Intellectual Property (excl. Licenses)*(cont.)*

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
41.	Mrs. Fields (Stylized)	Dominican Repub.	93,237	15-Oct-1997
42.	Mrs. Fields & Design	Dominican Repub.	93,240	15-Oct-1997
43.	Mrs. Fields & Design	Dominican Repub.	93,325	15-Oct-1997
44.	Mrs. Fields & Design	Dominican Repub.	93,254	15-Oct-1997
45.	Mrs. Fields & Design	Dominican Repub.	93,216	15-Oct-1997
46.	Mrs. Fields & Design	Dominican Repub.	93,272	15-Oct-1997
47.	Mrs. Fields	France	1,612,190	29-Dec-1988
48.	Mrs. Fields & Design	France	1,588,357	29-Dec-1988
49.	Mrs. Fields & Design	France	1,323,862	20-Sep-1985
50.	Mrs. Fields (Stylized)	France	1,612,191	29-Dec-1988
51.	Mrs. Fields Cookies & Design	France	1,214,324	30-Sep-1982
52.	Mrs. Fields	West Germany	1,154,162	30-Dec-1988
53.	Mrs. Fields	West Germany	1,154,162	30-Dec-1988
54.	Mrs. Fields & Design	West Germany	1,152,679	30-Dec-1988
55.	Mrs. Fields (Stylized)	West Germany	1,152,680	30-Dec-1988
56.	Mrs. Fields (Stylized)	West Germany	1,152,680	30-Dec-1988
57.	Mrs. Fields Cookies & Design	West Germany	1,074,289	30-Oct-1982
58.	Mrs. Fields & Design	Great Britain	B1,368,547	29-Dec-1988
59.	Mrs. Fields (Stylized)	Great Britain	1,183,011	07-Jun-1982
60.	Mrs. Fields	Greece	92,091	18-Jan-1989

[Remainder of Page Intentionally Blank]

Exhibit A – List of Trademarks
(cont.)

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
61.	Mrs. Fields	Greece	92,090	18-Jan-1989
62.	Mrs. Fields (Stylized)	Hong Kong	2822/92	11-Apr-1986
63.	Mrs. Fields Cookies & Design	Hong Kong	1700/85	07-Feb-1983
64.	Mrs. Fields Cookies & Design	Indonesia	332.897	02-May-1995
65.	Mrs. Fields (Stylized)	Ireland	134104	29-Dec-1988
66.	Mrs. Fields Cookies & Design	Ireland	113314	17-Aug-1983
67.	Mrs. Fields	Israel	124208	26-Nov-1998
68.	Mrs. Fields	Israel	124212	26-Nov-1998
69.	Mrs. Fields	Israel	124210	26-Nov-1998
70.	Mrs. Fields (Stylized)	Israel	124209	26-Nov-1998
71.	Mrs. Fields (Stylized)	Israel	124207	26-Nov-1998
72.	Mrs. Fields (Stylized)	Israel	124211	26-Nov-1998
73.	Mrs. Fields	Italy	572277	3-Jan-1989
74.	Mrs. Fields	Italy	572277	3-Jan-1989
75.	Mrs. Fields & Design	Italy	572279	3-Jan-1989
76.	Mrs. Fields & Design	Italy	572279	3-Jan-1989
77.	Mrs. Fields (Stylized)	Italy	572278	3-Jan-1989
78.	Mrs. Fields (Stylized)	Italy	572278	3-Jan-1989
79.	Mrs. Fields Cookies & Design	Italy	456744	18-Aug-1983
80.	Mrs. Fields & Design	Japan	1,777,504	25-Jun-1985
81.	Mrs. Fields Cookies	Japan	1,808,419	27-Sep-1985
82.	Mrs. Fields & Design	Jordan	5575	04-Feb-1995
83.	Mrs. Fields & Design	Jordan	37074	04-Feb-1995
84..	Mrs. Fields (Stylized)	South Korea	367936	7-Jul-1997
85.	Mrs. Fields Cookies & Design	South Korea	180,669	6-Oct-1989
86.	Mrs. Fields	South Korea	378936	21-Oct-1997
87.	Mrs. Fields	South Korea	387330	22-Dec-1997
88.	Mrs. Fields	South Korea	395676	17-Feb-1998
89.	Mrs. Fields	South Korea	64723	15-Nov-2000
90.	Mrs. Fields	South Korea	40-453494	25-Aug-1999
91.	Mrs. Fields (Stylized)	South Korea	378937	21-Oct-1997
92.	Mrs. Fields (Stylized)	South Korea	395677	17-Feb-1998
93.	Mrs. Fields (Stylized)	South Korea	64724	15-Nov-2000
94.	Mrs. Fields (Stylized)	South Korea	387331	22-Dec-1997
95.	Mrs. Fields & Design	Kuwait	23969	21-Sep-1992
96.	Mrs. Fields & Design	Lebanon	64719	29-Dec-1994
97.	Mrs. Fields & Design	Malaysia	83/01700	15-Dec-1983
98.	Mrs. Fields (Stylized)	Malaysia	96/12080	04-Oct-1996
99.	Mrs. Fields (Word Mark)	Malaysia	96/12077	04-Oct-1996
100.	Mrs. Fields (Word Mark)	Malaysia	96012082	11-Aug-2000
101.	Mrs. Fields Cookies & Design	Mexico	385670	21-Jul-1984
102.	Mrs. Fields Cookies & Design	Mexico	385670	21-Jul-1984
103.	Mrs. Fields Cookies & Design	Mexico	385670	21-Jul-1984
104.	Mrs. Fields Cookies & Design	Mexico	385670	21-Jul-1984

Exhibit A – List of Trademarks
(cont.)

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
105.	Mrs. Fields Cookies & Design	Mexico	385670	21-Jul-1984
106.	Mrs. Fields Cookies & Design	Mexico	385670	21-Jul-1984
107.	Mrs. Fields & Design	Mexico	473406	14-Sep-1994
108.	Mrs. Fields & Design	Mexico	465216	30-Jun-1994
109.	Mrs. Fields & Design	Morocco	55254	11-Nov-1994
110.	Mrs. Fields	Namibia	B96/0228	26-Feb-1996
111.	Mrs. Fields	Namibia	B96/0229	26-Feb-1996
112.	Mrs. Fields	Namibia	B96/0230	26-Feb-1996
113.	Mrs. Fields	Namibia	B96/0231	26-Feb-1996
114.	Mrs. Fields (Stylized)	Namibia	B96/0232	26-Feb-1996
115.	Mrs. Fields (Stylized)	Namibia	B96/0233	26-Feb-1996
116.	Mrs. Fields (Stylized)	Namibia	B96/0234	26-Feb-1996
117.	Mrs. Fields (Stylized)	Namibia	B96/0235	26-Feb-1996
118.	Mrs. Fields Cookies & Design	New Zealand	146546	6-Apr-1983
119.	Mrs. Fields Cookies & Design	Norway	120,536	11-Apr-1985
120.	Mrs. Fields Cookies & Design	Oman	6993	16-Sep-2001
121.	Mrs. Fields & Design	Panama	75728	26-May-1995
122.	Mrs. Fields & Design	Panama	75720	19-Aug-1996
123.	Mrs. Fields & Design	Peru	21812	13-Apr-2000
124.	Mrs. Fields (Stylized)	Peru	21649	13-Apr-2000
125.	Mrs. Fields (Stylized)	Peru	24597	20FE2001
126.	Mrs. Fields (Word Mark)	Peru	21648	13-Apr-2000
127.	Mrs. Fields & Design	Peru	24422	11JA2001
128.	Mrs. Fields Cookies & Design	Philippines	52493	1-Apr-1992
129.	Mrs. Fields Cookies & Design	Philippines	41947	28-Nov-1988
130.	Mrs. Fields	Portugal	252291	4-Jan-1993
131.	Mrs. Fields	Portugal	252392	17-Nov-1993
132.	Mrs. Fields & Design	Portugal	252293	4-Jan-1993
133.	Mrs. Fields & Design	Portugal	252292	14-Jul-1992
134.	Mrs. Fields & Design	Qatar	9703	19-May-1992
135.	Mrs. Fields (Stylized)	Russian Federation	160661	30-Jan-1998
136.	Mrs. Fields (Stylized)	Russian Federation	160661	30-Jan-1998
137.	Mrs. Fields (Stylized)	Russian Federation	160661	30-Jan-1998
138.	Mrs. Fields (Stylized)	Russian Federation	160661	30-Jan-1998
139.	Mrs. Fields (Word Mark)	Russian Federation	161944	6-Mar-1998
140.	Mrs. Fields (Word Mark)	Russian Federation	161944	6-Mar-1998
141.	Mrs. Fields (Word Mark)	Russian Federation	161944	6-Mar-1998
142.	Mrs. Fields (Word Mark)	Russian Federation	161944	6-Mar-1998
143.	Mrs. Fields & Design	Russian Federation	160662	30-Jan-1998
144.	Mrs. Fields & Design	Russian Federation	160662	30-Jan-1998
145.	Mrs. Fields & Design	Russian Federation	160662	30-Jan-1998
146.	Mrs. Fields & Design	Russian Federation	160662	30-Jan-1998
147.	Mrs. Fields	South Africa	96/02060	19-Feb-1996
148.	Mrs. Fields	South Africa	96/02063	19-Feb-1996

Exhibit A – List of Trademarks*(cont.)*

No.	Trademark	Country	Registration Number	Registration Date
149.	Mrs. Fields	South Africa	96/02061	19-Feb-1996
150.	Mrs. Fields	South Africa	96/02062	19-Feb-1996
151.	Mrs. Fields (Stylized)	South Africa	96/02066	19-Feb-1996
152.	Mrs. Fields (Stylized)	South Africa	96/02065	19-Feb-1996
153.	Mrs. Fields (Stylized)	South Africa	96/02067	19-Feb-1996
154.	Mrs. Fields (Stylized)	South Africa	96/02064	19-Feb-1996
155.	Mrs. Fields Cookies & Design	South Africa	83/0087	06-Jan-1983
156.	Mrs. Fields & Design	Singapore	5839/82	04-Nov-1982
157.	Mrs. Fields (Stylized)	Singapore	1417/86	08-Apr-1986
158.	Mrs. Fields	Spain	1,293,697	6-May-1991
159.	Mrs. Fields	Spain	1,293,696	20-Mar-1991
160.	Mrs. Fields & Design	Spain	1,293,700	6-May-1991
161.	Mrs. Fields & Design	Spain	1,045,025	5-Sep-1984
162.	Mrs. Fields (Stylized)	Spain	1,293,699	6-May-1991
163.	Mrs. Fields (Stylized)	Spain	1,293,698	20-Mar-1991
164.	Mrs. Fields	Swaziland	175/96	13-Mar-1996
165.	Mrs. Fields	Swaziland	175/96	13-Mar-1996
166.	Mrs. Fields	Swaziland	175/96	13-Mar-1996
167.	Mrs. Fields	Swaziland	175/96	13-Mar-1996
168.	Mrs. Fields (Stylized)	Swaziland	176/96	13-Mar-1996
169.	Mrs. Fields (Stylized)	Swaziland	176/96	13-Mar-1996
170.	Mrs. Fields (Stylized)	Swaziland	176/96	13-Mar-1996
171.	Mrs. Fields (Stylized)	Swaziland	176/96	13-Mar-1996
172.	Mrs. Fields Cookies & Design	Sweden	190,895	30-Mar-1984
173.	Mrs. Fields	Switzerland	437760	22-Feb-1996
174.	Mrs. Fields	Switzerland	437760	22-Feb-1996
175.	Mrs. Fields	Switzerland	437760	22-Feb-1996
176.	Mrs. Fields	Switzerland	437760	22-Feb-1996
177.	Mrs. Fields (Stylized)	Switzerland	437806	22-Feb-1996
178.	Mrs. Fields (Stylized)	Switzerland	437806	22-Feb-1996
179.	Mrs. Fields (Stylized)	Switzerland	437806	22-Feb-1996
180.	Mrs. Fields (Stylized)	Switzerland	437806	22-Feb-1996
181.	Mrs. Fields & Design	Taiwan	312093	16-Jan-1986
182.	Mrs. Fields	Tangier	10142	29-Nov-1994
183.	Mrs. Fields Cookies & Design	Thailand	155684	6-Sep-1988
184.	Mrs. Fields (Stylized)	Turkey	178302	25-Nov-1996
185.	Mrs. Fields (Stylized)	Turkey	180318	25-Nov-1996
186.	Mrs. Fields (Stylized)	Turkey	180318	25-Nov-1996
187.	Mrs. Fields (Stylized)	Turkey	180318	25-Nov-1996
188.	Mrs. Fields (Stylized)	Turkey	180318	25-Nov-1996
189.	Mrs. Fields (Word mark)	Turkey	178301	25-Nov-1996
190.	Mrs. Fields (Word Mark)	Turkey	180319	25-Nov-1996
191.	Mrs. Fields (Word Mark)	Turkey	180319	25-Nov-1996
192.	Mrs. Fields (Word Mark)	Turkey	180319	25-Nov-1996

Exhibit A – List of Trademarks*(cont.)*

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
193.	Mrs. Fields (Word Mark)	Turkey	180319	25-Nov-1996
194.	Mrs. Fields & Design	Turkey	179433	25-Nov-1996
195.	Mrs. Fields & Design	Turkey	179433	25-Nov-1996
196.	Mrs. Fields & Design	Turkey	179433	25-Nov-1996
197.	Mrs. Fields & Design	Turkey	179256	25-Nov-1996
198.	Mrs. Fields & Design	United Arab Emirates	11498	04-Sep-1995
199.	Cakies	United States	1,918,965	12-Sep-1995
200.	Cocomac	United States	1,843,103	5-Jul-1994
201.	Cookie Pop	United States	1,472,531	12-Jan-1988
202.	Debra's Special	United States	1,840,761	21-Jun-1994
203.	Good Enough Never Is	United States	1,543,094	6-Jun-1989
204.	Mrs. Fields (Stylized)	United States	1,299,149	2-Oct-1984
205.	Mrs. Fields & Design	United States	1,791,781	7-Sep-1993
206.	Mrs. Fields & Design	United States	1,983,184	2-Jul-1996
207.	Mrs. Fields Cookies & Design	United States	1,256,315	1-Nov-1983
208.	Mrs. Fields Cookies & Design	United States	1,241,619	7-Jun-1983
209.	Nibblers	United States	2,020,111	3-Dec-1996
210.	Learning Is Sweet	United States	2,613,456	27-Aug-2002
211.	Hot Sam	United States	1,827,896	22-Mar-1994
212.	Hot Sam (and Design)	United States	1,561,517	17-Oct-1989
213.	The Original Cookie Co. (and Design)	United States	1,430,447	24-Feb-1987
214.	The Original Cookie Company, Inc.	United States	1,404,285	05-Aug-1986
215.	The Original Cookie Co.	United States	1,374,117	03-Dec-1985
216.	Hot Sam (and Design)	United States	994,053	24-Sep-1974
217.	Hot Sam (Stylized)	United States	989,707	30-Jul-1974
218.	QSI	United States	2,425,250	30-Jan-2001
219.	Quick Service Impulse Solutions	United States	2,425,251	30-Jan-2001
220.	The Pretzel Oven	United States	2,125,722	30-Dec-1997
221.	R & R Bourbon Street	United States	1,302,975	30-Oct-1984
222.	Mrs. Fields (Stylized)	United States	2,672,138	07-Jan-2003
223.	Freshness With a Twist	United States	2,347,706	02-May-2000
224.	Mrs. Fields Cookies & Design	Venezuela	119,985	25-Apr-1986

Exhibit A – List of Trademarks
(cont.)

Applications

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date Filed</u>
1.	Mrs. Fields Premium Cookies	Australia	909598	16-Apr-2002
2.	Mrs. Fields	Brazil	819117501	09-Feb-1996
3.	Mrs. Fields	Brazil	819117498	09-Feb-1996
4.	Mrs. Fields	Brazil	819117471	09-Feb-1996
5.	Mrs. Fields Premium Cookies	Canada	1,137,729	17-Apr-2002
6.	Mrs. Fields Premium Cookies	China P.R.	No Serial No.	Filed 6/20/02
7.	Mrs. Fields	Ecuador	80343	30-Jul-1997
8.	Mrs. Fields	Ecuador	80346	30-Jul-1997
9.	Mrs. Fields	Ecuador	80349	30-Jul-1997
10.	Mrs. Fields	Ecuador	80352	30-Jul-1997
11.	Mrs. Fields (Stylized)	Ecuador	80344	30-Jul-1997
12.	Mrs. Fields (Stylized)	Ecuador	80347	30-Jul-1997
13.	Mrs. Fields (Stylized)	Ecuador	80350	30-Jul-1997
14.	Mrs. Fields (Stylized)	Ecuador	80350	30-Jul-1997
15.	Mrs. Fields (Stylized)	Ecuador	103635	04-May-2000
16.	Mrs. Fields (Stylized)	Ecuador	103771	04-May-2000
17.	Mrs. Fields (Stylized)	Ecuador	103875	04-May-2000
18.	Mrs. Fields & Design	Ecuador	80345	30-Jul-1997
19.	Mrs. Fields & Design	Ecuador	80348	30-Jul-1997
20.	Mrs. Fields & Design	Ecuador	80351	30-Jul-1997
21.	Mrs. Fields & Design	Ecuador	80354	30-Jul-1997
22.	Mrs. Fields & Design	Egypt	93659	20-Dec-1994
23.	Mrs. Fields Premium Cookies	Great Britain	2298111	16-Apr-2002
24.	Mrs. Fields Premium Cookies	Hong Kong	2002/05656	23-Apr-2002
25.	Mrs. Fields (Stylized)	India	742804	02-Jan-1997
26.	Mrs. Fields (Stylized)	India	742806	02-Jan-1997
27.	Mrs. Fields (Stylized)	India	742807	02-Jan-1997
28.	Mrs. Fields (Stylized)	India	742808	02-Jan-1997
29.	Mrs. Fields (Word Mark)	India	742803	02-Jan-1997
30.	Mrs. Fields (Word Mark)	India	742805	02-Jan-1997
31.	Mrs. Fields & Design	India	742809	02-Jan-1997

Exhibit A – List of Trademarks
(cont.)

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date Filed</u>
32.	Mrs. Fields & Design	India	742810	02-Jan-1997
33.	Mrs. Fields & Design	India	742811	02-Jan-1997
34.	Mrs. Fields Premium Cookies	Japan	2002/32282	19-Apr-2002
35.	Mrs. Fields (Word Mark)	Malaysia	96/12078	04-Oct-1996
36.	Mrs. Fields (Stylized)	Malaysia	96/12081	04-Oct-1996
37.	Mrs. Fields Premium Cookies	Mexico	No Serial No.	11-Apr-2002
38.	Mrs. Fields Premium Cookies	South Korea	40-2002-25227	30-May-2002
39.	Mrs. Fields Premium Cookies	Taiwan	91-014569	17-Apr-2002
40.	1-800-Cookies	United States	76/390,360	10-Apr-2002
41.	Mrs. Fields Chocolate Nibblers	United States	76/273,616	19-Jun-2001
42.	Mrs. Fields Premium Cookies	United States	76/351,474	20-Dec-2001